

# **EXHIBIT A**

# DELPHI

## Long Term Contract

### 1. Purchase of Product

Invensys Precision Die Casting ("Seller") agrees to sell, and Delphi LLC ("Buyer") agrees to purchase, approximately **one hundred percent (100%)** of Buyer's production and service requirements for the following products (each referred to as a "Product" and collectively referred to as the "Products"):

**See Part Number Listing below in section 3**  
**See Terms of Agreement - Attachment 1**

### 2. Term

With respect to each Product, the term of this Contract is from **July 1, 2003** through **June 30, 2006**.

### 3. Prices

The per unit price of each Product for August 1, 2003 through July 31, 2006 is **F.O.B. Ex- works Sellers facility – Russellville, KY, USA (2000 Inco-Terms)**. Pricing for each subsequent Calendar Year is subject to the following minimum annual percentage reductions from the prior Calendar Year's pricing:

Delphi Pricing

Pricing Effective 7/01/03

Harrison				1-Jul-03	1-Jul-04	1-Jul-05
Part Number	June 2003	Metal Costs	Value Added Costs	Price	Price	Price
	Total Pricing			Reduction	Reduction	Reduction
V-5 Parts						
6559733	\$2.7800	\$0.9630	\$1.8170	\$0.0727	\$0.0698	\$0.0670
6559827	\$2.5370	\$0.9290	\$1.6080	\$0.0643	\$0.0617	\$0.0593
6559618	\$3.4580	\$0.9630	\$2.4930	\$0.0997	\$0.0957	\$0.0919
6559709	\$3.1980	\$0.9660	\$2.2320	\$0.0893	\$0.0857	\$0.0823
6559749	\$1.9790	\$0.9070	\$1.0720	\$0.0429	\$0.0412	\$0.0395
6559814	\$1.9790	\$0.9100	\$1.0690	\$0.0428	\$0.0410	\$0.0394
6559760	\$2.8540	\$1.3830	\$1.4710	\$0.0588	\$0.0565	\$0.0542
6559857	\$3.2580	\$0.9700	\$2.2880	\$0.0915	\$0.0879	\$0.0843
6559878	\$3.4040	\$1.1100	\$2.2940	\$0.0918	\$0.0881	\$0.0846
6559896	\$2.9240	\$0.9560	\$1.9680	\$0.0787	\$0.0756	\$0.0725
6560424	\$3.4440	\$0.9910	\$2.4530	\$0.0981	\$0.0942	\$0.0904
6561805	\$2.7810	\$1.3480	\$1.4330	\$0.0573	\$0.0550	\$0.0528
6561789	\$2.4760	\$1.3720	\$1.1040	\$0.0442	\$0.0424	\$0.0407

6561801	\$2.7990	\$1.2480	\$1.5510	\$0.0620	\$0.0596	\$0.0572
6561787	\$5.8060	\$1.2100	\$4.5960	\$0.1838	\$0.1765	\$0.1694
6561795	\$3.4780	\$1.3490	\$2.1290	\$0.0852	\$0.0818	\$0.0785
6561789	\$3.1530	\$1.2130	\$1.9400	\$0.0776	\$0.0745	\$0.0715
6561809	\$2.5040	\$1.3550	\$1.1490	\$0.0460	\$0.0441	\$0.0424
6561809F	\$2.7200	\$1.3550	\$1.3650	\$0.0546	\$0.0524	\$0.0503
6561791	\$2.7360	\$1.3350	\$1.4010	\$0.0560	\$0.0538	\$0.0516
6561797	\$2.6930	\$1.3000	\$1.3930	\$0.0557	\$0.0535	\$0.0514

Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product.

No price increases, except for aluminum price escalation/de-escalation, (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer.

#### **4. Right to Purchase from Others**

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following June 30, 2006, Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract.

**5. Purchase Orders**

All Products will be ordered by Buyer, and delivered by Seller, in accordance with written purchase orders (including related delivery releases and shipping instructions) issued by Buyer from time to time during the term of this Contract. Buyer's General Terms and Conditions, a copy of which is attached, are hereby incorporated into this Contract by reference, provided, however, that Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until after June 30, 2004. Any amendment to, or revision of, such General Terms and Conditions shall also become a part of this Contract, provided that (i) Buyer provides Seller with a copy of such revised Terms and Conditions and (ii) Seller does not object to such revised Terms and in writing within 30 days after receipt. The Terms and Conditions (together with any revision made a part of this Contract) shall be construed, to the extent possible, as consistent with the terms and conditions set forth in this Contract and as cumulative, provided, however, that if such construction is unreasonable, the terms and conditions set forth in this Contract shall control.

**EXECUTED by Buyer and Seller Sept. 19, 2003.**

**Buyer:**

**Delphi Corporation LLC**

By: MD Putnam  
Name: MARK D. PUTNAM  
Title: SR. COMMUNITY MGR.

**Seller:**

**Invensys Precision Die Cast'g**

By: Stephen E. Larkin  
Name: STEPHEN E. LARKIN  
Title: President

## **Attachment 1 – Delphi / Invensys LTA 8/01/2003**

Terms of LTA :

### **V-5 Compressor Components:**

- The selling prices for the V5 components produced by Invensys Precision Die Casting shall be reduced by the following percentages for the next three model years:

<b>Model Year</b>	<b>Reductions based upon value added</b>
2004	4%
2005	4%
2006	4%

- The productivity agreement noted above is dependent upon IPDC being awarded the new CVC GMX-245 and LY-7 programs (front & rear heads) that have recently been quoted to Delphi Thermal.
- This agreement excludes all the CVC components for which IPDC and Delphi have previously agreed to multi-year productivity arrangements.